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WESTERN DISTRICT OF LOUISIANA
LAFAYETTE, LOUISIANA

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
LAFAYETTE-OPELOUSAS DIVISION

GEORGE ACKEL, JR.

CIVIL ACTION NO. 06-0693

VS.

JUDGE HAIK

CENTER COURT INVESTMENTS, L.L.C.
ABSOLUT PARTNERS, L.L.C.

MAGISTRATE JUDGE METHVIN

JURISDICTIONAL REVIEW RULING

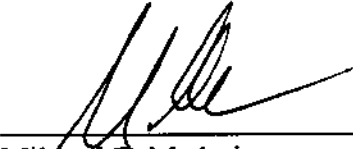
As required by a standing order of this court, the undersigned has reviewed the record and concludes that the jurisdictional amount has been established in this diversity case.

Plaintiff alleges that on December 2, 2005, he entered into a contract with defendant Center Court Investments, L.L.C. ("CCI"), in which he agreed to purchase and CCI agreed to sell certain immovable property located in Iberia Parish, Louisiana; that in reliance thereon, he paid a \$50,000.00 deposit prior to the closing; that prior to the date of closing, he was informed by the seller that the "agreement [had] been terminated;" that pursuant to the Operating Agreement of Center Court Investments, L.L.C., defendant Absolut Partners, L.L.C. ("Absolut") transferred its entire interest in the property to CCI in exchange for 98% of CCI membership units; and that there does not appear to be a recorded act of exchange between Absolut and CCI, but that, given that the members of Absolut are the same as those for CCI, even if it were determined that Absolut is the legal owner of the property, then its actions through its member should estop any claim or defense based upon the failure to file such an act of exchange. Plaintiff elects his right of specific performance under the contract, seeking a judgment ordering defendants to appear at a time and place designated by the court for the purpose of executing all documents necessary to effect the sale of the property in question.

Courts look to the value of the property involved, or the agreed upon price for the sale of the property, to determine the jurisdictional amount in suits for specific performance of a contract to convey realty. Comprehensive Addiction Programs v. Mendoza, 50 F.Supp.2d 581, 583 (E.D.La.1999), citing Waller v. Professional Insurance Corp., et al., 296 F.2d 545 (5th Cir.1961); Ebensberger v. Sinclair Refining Co., 165 F.2d 803 (5th Cir.1948). In the instant case, the agreed-upon price for the sale of the property was \$1,650,000.00.

Considering the foregoing, the undersigned concludes that the jurisdictional amount has been established in this case.

Signed at Lafayette, Louisiana on August 25, 2006.



Mildred E. Methvin
United States Magistrate Judge
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